

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY

NICHOLAS BARNARD,

Plaintiffs,

vs.

COLUMBIA DEBT RECOVERY, LLC
dba GENESIS CREDIT
MANAGEMENT, LLC

Defendant.

NO.

SUMMONS

TO THE DEFENDANT: COLUMBIA DEBT RECOVERY:

A lawsuit has been started against you in the above-entitled court by the Plaintiff. This claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this Summons within twenty (20) days (in state) or sixty (60) days (out of state) after the service of this Summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where a plaintiff is entitled to what has been asked for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to a notice before a default judgment may be entered.

Summons - 1


ANDERSON | SANTIAGO
787 MAYNARD AVES
SEATTLE WA 98104
(206) 395-2665/F (206) 395-2719

1 If you wish to seek the advice of an attorney on this matter, you should do so promptly so that
2 your written response, if any, may be served on time.

3 THIS SUMMONS is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
4 State of Washington.

5 Respectfully submitted this 24th day of April, 2020.
6
7

8 **ANDERSON SANTIAGO, PLLC**

9 By: 
10 T. Tyler Santiago, WSBA No. 46004
11 Jason D. Anderson, WSBA No. 38014
12 Attorneys for Plaintiff
13 787 Maynard Ave. S.
14 Seattle, WA 98104
15 (206) 395-2665
16 (206) 395-2719 (fax)
17
18
19
20
21
22
23

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY

NICHOLAS BARNARD,

Plaintiff,

vs.

COLUMBIA DEBT RECOVERY, LLC
dba GENESIS CREDIT
MANAGEMENT, LLC

Defendant.

NO.

**COMPLAINT FOR VIOLATIONS OF 15
U.S.C. § 1692 ET SEQ. AND RCW
CHAPTERS 19.16 AND 19.86 ET SEQ.**

COME NOW Plaintiff, Nicholas Barnard, by and through counsel, who alleges:

I. PARTIES AND JURISDICTION

1. Plaintiff Nicholas Barnard is an individual who resides in Washington State.

2. Defendant COLUMBIA DEBT RECOVERY, LLC dba GENESIS CREDIT
MANAGEMENT, LLC ("CDR"), a Washington Limited Liability Company, UBI #604-074-
740, is a debt collector and collection agency doing business in Washington, and who repeatedly
attempted to collect an alleged debt from the Plaintiff. CDR's registered agent is Rowland
Avenue Management, 906 SE Everett Mall Way Suite 301, Everett, WA 98208-3744.

II. FACTS

4. In March 2015, Plaintiff Nicholas Barnard rented an apartment from Clocktower Apartment Homes (“Clocktower”) at 13725 32nd Ave. NE, Seattle, WA, 95125.

5. In 2017, Mr. Barnard signed a new fixed-term lease agreement, which terminated at the end of March 2018.

6. In January 2018, Mr. Barnard was having financial difficulties, which made continued payment of rent at Clocktower impracticable. Additionally, Clocktower management had engaged in excessive entry into his apartment for several months, which made his living situation extremely uncomfortable.

7. He did the most responsible thing that he could do in his situation and gave Clocktower notice that his last day would be February 1, 2018. He provided notice by letter on or about January 29, 2018. A true and correct copy of his notice is attached as **Exhibit A**.

8. Mr. Barnard knew that he might owe money for moving out early, but he had no choice due to his uncertain financial status. To give Clocktower the opportunity to rent the unit to others, Mr. Barnard moved out early.

9. He estimated that the fallout may consist of two months' rent, and perhaps some utility charges minus his deposit.

10. However, shortly after moving out, he received a huge shock when Clocktower sent him a final account statement. A true and correct copy of the statement is attached as **Exhibit B.**

11. The most glaring issue with the final account statement was that Clocktower was

1 assessing a \$1,385.00 "insufficient 20-day notice" fee, when Mr. Barnard had given Clocktower
2 over two months' notice. The document itself accounted for this advanced notice.

3 12. Mr. Barnard also took issue with the \$1,343.85 in cleaning fees, carpet
4 replacement, and damage repair as he had cleaned the apartment before he left. Additionally, he
5 had lived there for nearly three years, and nothing was damaged beyond normal wear and tear
6 upon moving out.

7 13. Just a few months after Mr. Barnard moved out of the apartment, he began
8 receiving communications from CDR. A true and correct copy of a letter he received from CDR
9 in 2018 is attached as **Exhibit C**. He was not in a financial position to resolve any outstanding
10 issues with the apartment or CDR, especially when the balance was inflated by over \$2,700, so
11 he asked CDR to stop contacting him.

12 14. CDR continued to send letters and e-mails. On or about March 4, 2020, Mr.
13 Barnard received an e-mail from CDR with an attached letter. A true and correct copy of the e-
14 mail and its attachment are attached as **Exhibit D**.

15 15. In March 4, 2020 letter, CDR stated that Mr. Barnard owed \$5,636.85 in
16 principal, and \$1,414.00 in interest, for a total due of \$7,050.85.

17 16. Just twelve days later on March 16, 2020, CDR sent Mr. Barnard another
18 collection letter, and stated that Mr. Barnard owed \$5,636.85 in principal, and \$1,406.59 in
19 interest, for a total due of \$7,043.44. A true and correct copy of the e-mail and its attachment are
20 attached as **Exhibit E**.

21 17. Mr. Barnard was extremely confused, as the amount of interest (having been
22 already calculated on dollar amounts which he did not owe) was decreasing, and he knew that
23 the balance was inflated by fees and costs that were obviously inaccurate. Logically speaking,

1 even assuming the principal amount was correct, at least one of the figures for interest is
2 necessarily false (if not both).

3 18. On March 26, 2020, Mr. Barnard called CDR to start a dialogue about the
4 confusing nature of CDR's collections, and hopefully fix and resolve the issue. Unfortunately,
5 Mr. Barnard left the call more confused than when he began.

6 19. First, Mr. Barnard told CDR that he could not owe the \$1,385 twenty-day notice
7 fee, because he gave over two months' notice. CDR's representative's response was to tell Mr.
8 Barnard that he should have just paid the remaining two months of rent when he left, because it
9 "would have been a lot cheaper."

10 20. The attempted collection of a fee for supposed failure to give notice is obviously
11 uncollectable on its face, and CDR ignored Mr. Barnard's simple explanation.

12 21. Second, Mr. Barnard asked CDR how he could be charged for cleaning fees,
13 when he had cleaned the apartment before he left.

14 22. Bizarrely, CDR falsely stated to Mr. Barnard that if he did not have the apartment
15 professionally cleaned, then he would have to pay Clocktower for such cleaning. No such
16 provision existed.

17 23. Finally, Mr. Barnard asked CDR about the fluctuating amount of interest.

18 24. CDR's representative offered to give Mr. Barnard a new number, which would
19 "probably be more accurate." Despite only ten days passing since CDR's last letter, CDR's
20 representative stated that Mr. Barnard owed an additional \$48.15 in interest, for a total of
21 \$1,454.74. The representative offered absolutely no explanation for the fluctuating amount of
22 interest.

23 25. In fact, four days after Mr. Barnard's call to CDR, on March 30, 2020, he

1 received another e-mail from CDR, which again claimed that Mr. Barnard owed \$1,046.59 in
2 interest. A true and correct copy of the e-mail is attached as **Exhibit F**.

3 26. Then, in almost comic fashion, on April 13, 2020, CDR sent yet another e-mail
4 with the same amount of interest (\$1,046.59) allegedly owing. A true and correct copy of the e-
5 mail is attached as **Exhibit G**.

6 27. As a result of CDR's actions detailed above, Plaintiff has incurred expenses in
7 seeking and retaining counsel in connection with ascertaining his legal rights and
8 responsibilities, on information and belief, has suffered damaged credit, and has suffered
9 financial uncertainty, unease, and distress caused by the false, improper, and confusing nature of
10 the collection efforts.

11 28. Additionally, Mr. Barnard is self-employed, and had to take time away from his
12 business to deal with CDR's collection efforts.

13 **III. CAUSES OF ACTION**

14 **GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS**

15 29. With respect to the alleged debt, Plaintiff is a consumer as defined by 15 U.S.C. §
16 1692a(3) and Defendant is a debt collector as defined by 15 U.S.C. § 1692a(6).

17 30. With respect to the alleged debt, Plaintiff is a "debtor" as defined by RCW
18 19.16.100(7) and Defendant is a collection agency as defined by RCW 19.16.100(4).

19 31. For claims arising under the Fair Debt Collection Practices Act, such claims are
20 assessed using the "least sophisticated debtor" standard. *Guerrero v. RJM Acquisitions LLC*, 499
21 F.3d 926, 934 (9th Cir. 2007).

22 **Count 1 (and all subcounts)**

23 32. A debt collector may not use any false, deceptive, or misleading representation or

1 means in connection with the collection of any debt. 15 U.S.C. § 1692e. This includes the false
 2 representation of the character, amount, or legal status of a debt (§ 1692e(2)), the threat to take
 3 any action which cannot be legally taken (§ 1692e(5)); or the use of any false representation or
 4 deceptive means to collect or attempt to collect a debt (§ 1692e(10)).

5 33. Defendant used false, deceptive, or misleading representations or means in
 6 connection with the collection of an alleged debt when it:

- 7 a) Sent numerous letters demanding amounts not owed (notice fees, cleaning
 8 fees, and interest calculated on those fees);
- 9 b) Represented on a phone call that Mr. Barnard owed money which was not
 10 owed;
- 11 c) Misrepresented the amount of interest owed in numerous letters;
- 12 d) Sent letters and/or e-mails to Plaintiff which were confusing, misleading, and
 13 incorrect;
- 14 e) Falsely stated that Mr. Barnard would have to pay for cleaning because he
 15 "did not hire a professional" to clean the apartment.

16 34. Therefore, Defendant violated 15 U.S.C. § 1692e, and/or its subsections, on
 17 numerous occasions.

18 **Count 2 (and all subcounts)**

19 35. A debt collector may not use unfair or unconscionable means to collect or attempt
 20 to collect any debt. 15 U.S.C. § 1692f.

21 36. Plaintiff realleges paragraph 33 *supra*, as constituting unfair and unconscionable
 22 means to collect a debt.

23 37. In summary, the Defendant therefore violated 15 U.S.C. § 1692f and/or §

1692f(1) on at least eight (8) occasions.

GENERAL ALLEGATIONS APPLICABLE TO ALL CPA CLAIMS

38. Violations of RCW 19.16.250 are per se violations of the Consumer Protection Act ("CPA"), RCW chapter 19.86.¹ See RCW 19.16.440. RCW 19.86.090 provides for treble damages (to a limit of \$25,000) and attorney's fees.

39. Because RCW Chapter 19.16 is enforced through RCW 19.86 *et seq.*, the below counts alleging violations of RCW Chapter 19.16 are therefore CPA violations.

40. Even minimal or nominal damages constitute "injury" under the CPA. *Panag*, 166 Wn.2d at 57. A plaintiff need not prove any monetary damages at all, as even "unquantifiable damages" suffice to establish "injury" for purposes of the CPA. *Id.* (citing *Nordstrom, Inc. v. Tampourlos*, 107 Wn.2d 735, 740 (1987)).

Count 3

41. RCW 19.16.250(21) prohibits the collection, or attempted collection, of any amounts in addition to the principal of a claim other than allowable interest, collection costs, or handling fees expressly authorized by statute, and, in the case of suit, attorney's fees and taxable court costs.

42. Here, Defendant demanded money on numerous occasions for amounts that were not owed through letters, e-mails, and phone calls. This included charges that could not be owed under any circumstance, such as a twenty-day notice fee (when Plaintiff gave notice) and cleaning and repair fees.

43. Each attempt to collect money from Plaintiff constitutes a separate attempt

¹ See *Panag v. Farmers Ins. Co. of Wash.*, 166 Wn.2d 27, 53 (2009) ("Consumer debt collection is a highly regulated field. When a violation of debt collection regulations occurs, it constitutes a per se violation of the CPA...").

1 amounts obviously not owed.

2 44. Defendant therefore violated RCW 19.16.250(21) upon each debt collection
3 attempt.

4 **Count 4**

5 45. A collection agency shall not represent or imply that an existing obligation may be
6 increased by the addition of any charges when in fact such charges may not be legally added to the
7 obligation. RCW 19.16.250(15).

8 46. Here, CDR calculated interest on a principal that was obviously inflated and
9 demanded that Plaintiff pay that interest on that inflated principal.

10 47. Additionally, CDR attempted to collect a confusing, fluctuating amount of interest.

11 48. Defendants therefore violated RCW 19.16.250(15) on numerous occasions.

12 **Count 5 – Injunctive Relief**

13 49. A plaintiff may seek injunctive relief for violations of the Consumer Protection
14 Act. RCW 19.86.090.

15 50. Plaintiff does seek injunctive relief from this Court which would enjoin
16 Defendants from collecting debts in the manner described above from Plaintiff and any other
17 person similarly situated. *Scott v. Cingular Wireless*, 160 Wn. 2d 843, 853 (2007).

18 51. Specifically, Plaintiff seeks an injunction prohibiting Defendant from its unlawful
19 collection tactics, including but not limited to demanding money that is not owed, and assessing
20 interest that is not owed.

21 52. Plaintiff has reason to believe these actions may constitute a pattern and practice
22 of behavior and have impacted other individuals similarly situated.

23 53. Injunctive relief is necessary to prevent further injury to Plaintiff and to the

1 Washington public as a whole.

2 54. Injunctive relief should therefore issue as described herein.


3 **IV. PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays:

- 5 1. For Judgment against Defendants for actual damages.
- 6 2. For statutory damages of \$1,000.00, for FDCPA violations.
- 7 3. For statutory damages of \$2,000.00 per violation, for Washington Collection
- 8 Agency Act and Consumer Protection Act violations.
- 9 4. For treble damages, pursuant to RCW 19.86.090, calculated from the damages
- 10 determined by the court.
- 11 5. For costs and reasonable attorney's fees as determined by the Court pursuant to
- 12 15 U.S.C. 1692k(a)(3).
- 13 6. For injunctive relief pursuant to RCW 19.86.090 as described above.

14 Respectfully submitted this 24th day of April, 2020.

15
16 **ANDERSON SANTIAGO, PLLC**

17
18 By: 
19 T. Tyler Santiago, WSBA No. 46004
Jason D. Anderson, WSBA No. 38014
Attorneys for Plaintiff
787 Maynard Ave. S.
Seattle, WA 98104
20 (206) 395-2665
21 (206) 395-2719 (fax)
22
23

1

2

3

4

5

6

7

8

9

10

11

EXHIBIT A

12

13

14

15

16

17

18

19

20

21

22

23

Nicholas Barnard
[REDACTED]

January 29, 2018

Management Office
Clocktower Apartments
13725 32nd Ave NE
Seattle, WA 98125

Re: Notice of intent to vacate

Clocktower Management:

This letter constitutes written notice of my intention to vacate and terminate the lease of Apartment number B321 at Clocktower Apartments on February 1, 2018 at 4 pm local time.

I do not wish to interact with the unprofessional management staff of Clocktower Apartments. Therefore, with the exception of one key to apartment B321, I will leave the keys and gate remotes on the stove top in the kitchen in the apartment. I will slide the final key for the apartment unit under the door of apartment B321.

Please note that any future communication to me should be in writing, I will not respond to communication in person or via telephone. Communication in writing should be sent via email to clocktower@nickb.users.panix.com or via postal mail to:

Nicholas Barnard
[REDACTED]

I look forward to your prompt attention to this matter and any written communication you may have.

Regards,


Nicholas Barnard

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

EXHIBIT B

Clocktower
13725 32nd Ave NE
Seattle, WA 98125

Nicholas Barnard
[REDACTED]

Final account statement - Revised

Ledger Account at move-out

Early move-out fee	2,790.00
Sewer Charge	46.16
Utility Service Fee	5.00
Water Charge	19.36
Balance at move-out	2,860.52

* See the itemized charges for a complete listing of the work.

FAS Prepared

Date 02/01/2018
User Porter-Jackson, Mickelle

Pay to

Nicholas Barnard

Deposit Activities

Move To Deposit Ledger	(99.00)
Move To Deposit Ledger	(200.00)
Total Deposits on hand	(299.00)

Lease Information - Unit B-321

Move-In 03/13/2015
Notice given 02/01/2018
Lease expires 03/31/2018
Move-out 01/31/2018
Move-out reason Personal reasons/concerns

Additional charges/credits/payments after move-out

1/9/18-1/31/18 FINAL WATER USAGE	46.49
2X1 CARPET/PAD/PET SEAL WITH 4 YRS LEFT OF CARPT LIFE	604.85
2X1 FULL UNIT PAINT/PATCH UP WALL DAMAGE ON CORNERS	400.00
2X1 HEAVY UNIT CLEAN	165.00
2X1 TRASH OUT OF MATTRESS, GARBAGE, ITEMS LEFT	150.00
4 DRIP PAN REPLACEMENT	24.00
INSUFFICIENT 20 DAY NOTICE	1,385.00
Total additional charges / credits / payments	2,775.34

Original Final Account balance

Balance at move-out	2,860.52
Total Deposits	(299.00)
Total additional charges / credits / payments	2,775.34
Total account balance due	5,336.86

Edited Final Account balance

Balance at move-out	2,860.52
Total Deposits	(299.00)
Total additional charges / credits / payments	3,075.34
Total account balance due	5,636.86

Variance due or to be refunded

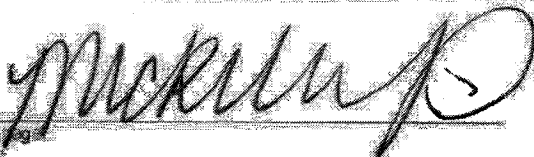
Original - balance due	5,336.86
Edited - balance due	5,636.86
Variance - account balance due	300.00

Onesite - Final account statement : Nicholas Barnard

Page 1 of 2

THIS STATEMENT IS SUBJECT TO LATER REVISIONS TO ADD OR SUBTRACT CHARGES AS NEEDED.

Your move out charges have been outlined above. Please remit payment immediately to Clocktower Apartments or call 206-361-1881 to discuss payment options. If no contact is made within thirty (30) days, this account will be turned over to collections without further notice. If this account balance is from a unit skip or eviction, then this account will be turned over to a collection agency immediately and without further notice. Thank you for your prompt attention to this matter.


Manager

1

2

3

4

5

6

7

8

9

10

11

EXHIBIT C

12

13

14

15

16

17

18

19

20

21

22

23

COLUMBIA DEBT RECOVERY DBA GENESIS
7100 EVERGREEN WAY STE C EVERETT, WA 98203
TOLL FREE: 866-863-9194 MONDAY-FRIDAY 8AM TO 5PM PST
MAILING ADDRESS: PO BOX 3630 EVERETT, WA 98213

JUNE 11, 2018

Account#: [REDACTED] 2782

BARNARD, NICHOLAS C
[REDACTED]

Original Creditor: CLOCKTOWER APARTMENTS
Placed for Collections on: 06/07/18

Principal Due:	\$5636.85
Interest Due:	\$242.77
Other/misc:	\$0.00
Court costs:	\$0.00
Attorney fees:	\$0.00
Total Due:	\$5879.62

Dear NICHOLAS C BARNARD

Your past due account has been referred to our office for collection. Please remit payment in full or contact our office to make amicable arrangements. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor if different from the current creditor.

Sincerely,
SADIK HARRIS
Account Representative
866-863-9194

This communication is from a debt collector attempting to collect a debt and any information obtained will be used for that purpose.
Your account accrues interest at a rate of 012.00 percent per annum.

1

2

3

4

5

6

7

8

9

10

11

EXHIBIT D

12

13

14

15

16

17

18

19

20

21

22

23

From: Collection Admin
To: CLOCKTOWER@NICKB.USERS.PANIX.COM
Subject: BARNARD - TAX SETTLEMENT LETTER - [REDACTED] 2782
Date: Wednesday, March 4, 2020 12:20:39 PM
Attachments: BARNARD - TAX SETTLEMENT LETTER - [REDACTED] 2782.pdf

Attached is an offer regarding your account that has been place with Genesis Credit Management. Please call us at 866-863-9194 to discuss your account further.

Thank you!

Angie Linscott-Spaulding
Columbia Debt Recovery dba Genesis
906 SE Everett Mall Way, Suite 301
Everett, WA 98208
Direct: (425)-669-9983
Office: (866) 863-9194 | Email AngelaL@genesiscred.com
www.genesiscred.com



This communication is from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. IMPORTANT CONFIDENTIALITY NOTICE: This e-mail transmission, and any documents, files, or previous e-mail messages attached to it may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is prohibited. If you have received this transmission in error, please immediately notify us by reply e-mail. Thank you.

BARNARD,NICHOLAS C

TAX – Account #: [REDACTED] 2782

[REDACTED]

Original Creditor: CLOCKTOWER APARTMENTS
Placed for collections on: 06/07/18

Original Principal:	\$5636.85
Interest Due:	\$1414.00
Total Due:	\$7050.85

Price Reduction & Offer of Settlement

NICHOLAS C BARNARD,

Your account may qualify for a balance reduction of up to 50%. Please contact our office to take advantage of this offer and make arrangements to pay the reduced amount or set up a payment plan.

This is a time-sensitive, special offer to discount your debt and remove it from your credit, as well as restore your rental screening history! Please contact us within 30 days of the receipt of this notice.

Call us now at (888) 811-4645. Please reference your account number listed above to learn more about the available discounts on your account.

Do not delay! We are not obligated to renew any offers.

Dial (888) 811-4645.

Signed,
COLUMBIA DEBT RECOVERY

This is a communication from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

GENESIS

This is a communication from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

GENESIS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

EXHIBIT E

From: Genesis Mail
To: CLOCKTOWER@NICKB.USERS.PANIX.COM
Subject: Genesis Exclusive Offer
Date: Monday, March 16, 2020 11:04:26 AM
Attachments: [image001.png](#)
[image002.png](#)

NICHOLAS C BARNARD


TAX – Account #:  2782

Original Creditor: CLOCKTOWER APARTMENTS

Placed for collections on: 6/7/2018

Original Principal:	\$5,636.85
Interest Due:	\$1,406.59
Total Due:	\$7,043.44

Price Reduction & Offer of Settlement

NICHOLAS C BARNARD,

Your account may qualify for a balance reduction of up to 50%. Please contact our office to take advantage of this offer and make arrangements to pay the reduced amount or set up a payment plan.

This is a time-sensitive, special offer to discount your debt and remove it from your credit, as well as restore your rental screening history! Please contact us within 30 days of the receipt of this notice.

Call us now at (866) 863-9194. Please reference your account number listed above to learn more about the available discounts on your account.

Do not delay! We are not obligated to renew any offers.

Dial (866) 863-9194.

Signed,

COLUMBIA DEBT RECOVERY

Notice:

To remove your email from the contact list,

click [Unsubscribe](#) and reply "Stop".

This is a communication from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

1

2

3

4

5

6

7

8

9

10

11

EXHIBIT F

12

13

14

15

16

17

18

19

20

21

22

23

From: Genesis Mail
To: CLOCKTOWER@NICKB.USERS.PANIX.COM
Subject: Genesis Exclusive Offer
Date: Monday, March 30, 2020 11:28:30 AM
Attachments: image001.png
image002.png

NICHOLAS C BARNARD


TAX – Account #:  2782

Original Creditor: CLOCKTOWER APARTMENTS

Placed for collections on: 6/7/2018

Original Principal:	\$5,636.85
Interest Due:	\$1,406.59
Total Due:	\$7,043.44

Price Reduction & Offer of Settlement

NICHOLAS C BARNARD,

Your account may qualify for a balance reduction of up to 50%. Please contact our office to take advantage of this offer and make arrangements to pay the reduced amount or set up a payment plan.

This is a time-sensitive, special offer to discount your debt and remove it from your credit, as well as restore your rental screening history! Please contact us within 30 days of the receipt of this notice.

Call us now at (866) 863-9194. Please reference your account number listed above to learn more about the available discounts on your account.

Do not delay! We are not obligated to renew any offers.

Dial (866) 863-9194.

Signed,

COLUMBIA DEBT RECOVERY

Notice:

To remove your email from the contact list,

click [Unsubscribe](#) and reply "Stop".

This is a communication from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

1

2

3

4

5

6

7

8

9

10

11

EXHIBIT G

12

13

14

15

16

17

18

19

20

21

22

23

From: Genesis Mail
To: CLOCKTOWER@NICKB.USERS.PANIX.COM
Subject: Genesis Exclusive Offer
Date: Monday, April 13, 2020 9:33:52 AM
Attachments: [image001.png](#)
[image002.png](#)

NICHOLAS C BARNARD


TAX – Account #:  2782

Original Creditor: CLOCKTOWER APARTMENTS

Placed for collections on: 6/7/2018

Original Principal:	\$5,636.85
Interest Due:	\$1,406.59
Total Due:	\$7,043.44

Price Reduction & Offer of Settlement

NICHOLAS C BARNARD,

Your account may qualify for a balance reduction of up to 50%. Please contact our office to take advantage of this offer and make arrangements to pay the reduced amount or set up a payment plan.

This is a time-sensitive, special offer to discount your debt and remove it from your credit, as well as restore your rental screening history! Please contact us within 30 days of the receipt of this notice.

Call us now at (866) 863-9194. Please reference your account number listed above to learn more about the available discounts on your account.

Do not delay! We are not obligated to renew any offers.

Dial (866) 863-9194.

Signed,

COLUMBIA DEBT RECOVERY

Notice:

To remove your email from the contact list,

click [Unsubscribe](#) and reply "Stop".

This is a communication from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.